

ORIGINAL

BEFORE THE
Federal Communications Commission
WASHINGTON, D.C.

In re Applications of

SCRIPPS HOWARD
BROADCASTING COMPANY

For Renewal of License of
Station WMAR-TV,
Baltimore, Maryland

and

FOUR JACKS BROADCASTING, INC.

For Construction Permit for a
New Television Facility on
Channel 2 at Baltimore,
Maryland

MM Docket No. 84

File No. BRCT-910605

DOCKET FILE COPY ORIGINAL

File No. BPCT-910903KE

To: The Honorable Richard L. Sippel
Administrative Law Judge

**JOINT REQUEST FOR APPROVAL
OF SETTLEMENT AGREEMENT**

Scripps Howard Broadcasting Company ("Scripps Howard") and Four Jacks Broadcasting, Inc. ("Four Jacks"), by their attorneys and pursuant to Section 73.3523 of the Commission's Rules, hereby jointly petition for approval of the attached Settlement Agreement which would result in the dismissal of Four Jacks' application for Channel 2 upon the occurrence of certain conditions described herein.

As set forth herein, the Agreement will help facilitate a universal settlement of this proceeding, thereby enhancing

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television service to the public and preserving the resources of the Commission and the parties.

1. In order to facilitate settlement between the parties, Scripps Howard and Four Jacks respectfully request that the Presiding Judge simultaneously take the following actions:

(a) approve the Settlement Agreement, contingent upon and subject to the following conditions:

(i) a resolution favorable to Scripps Howard of the basic qualifying issues added against Scripps Howard by Memorandum Opinion and Order, FCC 94M-50 (released February 1, 1994); and

(ii) a resolution favorable to Four Jacks of the basic qualifying issue added against Four Jacks by Memorandum Opinion and Order, FCC 94M-51 (released February 1, 1994); and

(b) dismiss the Four Jacks application with prejudice and grant the WMAR Renewal Application.

2. Attached hereto as Exhibit A is a Settlement Agreement among Scripps Howard and Four Jacks. This Agreement provides for dismissal of the Four Jacks application with prejudice and grant of the WMAR-TV renewal application (contingent upon and subject to a condition of resolution of the pending post-hearing basic qualifications issues favorably to the respective parties against whom they were designated), as well as for the simultaneous filing by Scripps Howard of requests for dismissal, contingent upon and subject to a condition precedent of dismissal of the Four Jacks application, of certain pending filings in various application proceedings before the Commission. No payment of

monetary consideration is contemplated by the Agreement. The Settlement Agreement is executed by both parties, and is expressly subject to and conditioned upon its prior approval by the Presiding Judge. Exhibits B and C hereto are declarations of principals of Scripps Howard and Four Jacks, respectively, providing the certifications required by Section 73.3523 of the Commission's Rules.

3. Scripps Howard and Four Jacks believe that this Settlement Agreement complies fully with Section 73.3523. Subsection (b)(1) of that rule provides that where the competing applicant seeks to dismiss or withdraw its application prior to the Initial Decision stage of the hearing, "neither the applicant nor its principals [may receive] any money or other consideration in exchange for dismissing or withdrawing its application." Scripps Howard and Four Jacks believe that this provision is inapposite here, as the attached Agreement contemplates that the dismissal of Four Jacks' application will not be effectuated unless and until the Presiding Judge rules on the post-hearing issues as set forth in paragraph 1 supra. In any event, the Commission's First Report and Order adopting this regulation, Formulation of Policies and Rules Relating to Broadcast Renewal Applicants, Competing Applicants, and Other Participants to the Comparative Renewal Process and to the Prevention of Abuses of the Renewal Process, 4 FCC Rcd 4780 (1989), clarified on recon., 5 FCC Rcd 3902 (1990) ("Comparative Renewal Abuses"), makes clear that Section 73.3523(b)(1) is intended to prohibit monetary

"payments" to competing applicants for the dismissal of their applications prior to the rendering of an Initial Decision. Id. at 4783, para. 25. As noted above, no monetary payments are contemplated by this Settlement Agreement.

4. Even assuming arguendo that consideration were found to exist in this proposed settlement, and that the settlement were found to be occurring before the Initial Decision stage, good cause nonetheless would exist for approving the attached Agreement. The settlement limitations contained in Section 73.3523 are intended to curb the potential for abuse by competing applicants who challenge a renewal application solely for profit in a settlement, with no real interest in obtaining a broadcast license. Comparative Renewal Abuses, 4 FCC Rcd at 4782-83, paras. 21, 26. In banning all settlement payments prior to the issuance of an Initial Decision (but permitting payments after the Initial Decision that do not exceed legitimate and prudent out-of-pocket expenses), the Commission stated that

we are increasing the likelihood that only serious, bona fide applicants will have the opportunity to settle out their competing applications. It is time consuming and expensive to litigate an application through the Initial Decision stage. Moreover, an applicant that makes it through the Initial Decision stage has demonstrated that it is willing to develop a complete record on all pertinent hearing issues including technical issues, standard comparative issues and any basic qualifications issues designated (i.e., those bearing on character, misrepresentation, and financial qualifications). For these reasons, we believe that an applicant's prosecution of its application through the Initial Decision stage is a persuasive indication of the bona fides of the application.

Id. at 4783, para. 26.

5. Here, Four Jacks has prosecuted its application through two full hearing stages, assisting in developing a complete record on both the standard comparative issues and on basic qualifying issues.^{1/} Four Jacks has fully participated in discovery in both phases of the hearing, has presented and cross-examined witnesses in both phases, and has filed lengthy Proposed Findings and Reply Findings on the basic qualifying issues. Also, Four Jacks, of course, is receiving no reimbursement for any of these costs of prosecuting its application. Thus, even if this proposed settlement is deemed to involve some form of "consideration" prior to the Initial Decision stage (although no monetary payment is contemplated and the Agreement contemplates the issuance of a ruling on the post-hearing issues), approval of the settlement clearly would not run afoul of the Commission's goal of preventing abuse by non-serious, non-bona fide comparative renewal applicants -- for Four Jacks' bona fides in this regard are proven by the considerable extent to which it has litigated this case.

6. In sum, approval of this Agreement will be in the public interest, as it will simplify the hearing process and eliminate unnecessary litigation -- conserving the resources of both the parties and the Commission. It will also allow resolution of the uncertainty surrounding Scripps Howard's license for WMAR-TV, thereby enhancing Scripps Howard's ability

^{1/} Indeed, Phase I of the hearing in this case -- involving the standard comparative issue -- took place over a year ago. Proposed findings and conclusions on this issue have been held in abeyance pending Commission action in light of the D.C. Circuit's Bechtel decision.

to serve the community of Baltimore, Maryland. Therefore, this Agreement should be approved.

For all the above reasons, Scripps Howard and Four Jacks respectfully request that, contingent upon the resolution of the pending basic qualifying issues favorably to the respective applicants, the Presiding Judge approve the attached Settlement Agreement and concurrently dismiss Four Jacks' application with prejudice and grant Scripps Howard's renewal application.

Respectfully submitted,

**SCRIPPS HOWARD BROADCASTING
COMPANY**

BAKER & HOSTETLER
1050 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20036
(202) 861-1500

By: 

Kenneth C. Howard
Leonard C. Greenebaum
Sean H. Lane

Its Attorneys

FOUR JACKS BROADCASTING, INC.

FISHER WAYLAND COOPER
LEADER & ZARAGOZA L.L.P.
2001 Pennsylvania Avenue, N.W.
Suite 400
Washington, D.C. 20006
(202) 659-3494

By: _____

Martin R. Leader
Kathryn R. Schmeltzer
Gregory L. Masters

Its Attorneys

Dated: March 24, 1995

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By: _____
Martin R. Leader
Kathryn R. Schmeltzer
Gregory L. Masters

Its Attorneys

Dated: March 24, 1995

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EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement ("Agreement") is made this 23rd day of March, 1995, by and between FOUR JACKS BROADCASTING, INC. ("Four Jacks"), SINCLAIR BROADCAST GROUP, INC. ("Sinclair"), and SCRIPPS HOWARD BROADCASTING COMPANY ("Scripps Howard") (collectively, the "Parties").

WHEREAS, Four Jacks has applied to the Federal Communications Commission (the "Commission") for authority to construct a new television broadcast station on Channel 2 at Baltimore, Maryland (FCC File No. BPCT-910903KE, the "Four Jacks Application"); and

WHEREAS, Scripps Howard has filed an application with the Commission seeking renewal of its license for television broadcast station WMAR-TV, Channel 2, Baltimore, Maryland (FCC File No. BRCT-910603KX, the "WMAR Renewal Application"); and

WHEREAS, the Four Jacks Application and the WMAR Renewal Application are mutually exclusive with each other and have been designated for comparative hearing in MM Docket No. 93-94 (the "WMAR Hearing") to determine which application should be granted; and

WHEREAS, issues have been added in the WMAR Hearing to determine whether Four Jacks and Scripps Howard possess the basic qualifications to receive grants of the Four Jacks Application and the WMAR Renewal Application, respectively; and

WHEREAS, the officers, directors and shareholders of Four Jacks are also the officers, directors and shareholders of Sinclair with authority to bind Sinclair; and

WHEREAS, wholly owned subsidiaries of Sinclair are the Assignees in applications seeking consent to the assignment of license of (i) television broadcast station WTOO(TV), Birmingham, Alabama (File No. BALCT-930816KV, the "WTOO Assignment Application") and (ii) television broadcast station WCGV-TV, Milwaukee, Wisconsin (File No. BALCT-930816KU, the "WCGV Assignment Application"); and

WHEREAS, Scripps Howard has filed a Petition to Deny (the "Petition") a now-dismissed application seeking Commission consent to the assignment of license of television broadcast station WNUV-TV, Baltimore, Maryland, which has been considered as an informal objection to the WTOO Assignment Application and the WCGV Assignment Application, and, subsequently, Scripps Howard has filed (i) an Application for Review ("Application for Review") of the grants of the WTOO Assignment Application and the WCGV Assignment Application; and (ii) a Request for Remand ("Request") and accompanying "Presentation of New Evidence" ("Presentation") concerning the WTOO Assignment Application and the WCGV Assignment Application (the Petition, the Application for Review, the Request, and the Presentation are collectively referred to herein as the "WTOO/WCGV Filings"); and

WHEREAS, Scripps Howard has filed an Informal Objection (the "WVTV Objection") against a pending application seeking Commission consent to the assignment of license of television broadcast station WVTV(TV), Milwaukee, Wisconsin (File No. BALCT-940829KF, the "WVTV Assignment Application"); and

WHEREAS, Scripps Howard has filed a Petition to Deny (the "WNUV Petition") a pending application seeking Commission consent to the assignment of license of television broadcast station WNUV-TV, Baltimore, Maryland (File No. BALCT-941214KI, the "WNUV Assignment Application"); and

WHEREAS, Four Jacks has determined that it is in the best interest of its shareholders no longer to prosecute the Four Jacks Application; and

WHEREAS, each of the Parties believes that it has carried its burden of proof on the basic qualifying issues designated against it in the WMAR Hearing; and

WHEREAS, the Parties wish to avoid further costly and lengthy proceedings before the Commission and possibly the courts, as well as the burden that such proceedings impose upon the personnel and resources of the Commission, the courts, and the Parties; and

WHEREAS, the Parties believe that this Agreement will be in the public interest in that it will assist in resolving the WMAR Hearing and other pending proceedings before the Commission, and thereby promote the provision of high-quality television service; and

WHEREAS, Scripps Howard has determined that the dismissal of the Four Jacks application would resolve a major objection described in Scripps Howard's Petition to Deny the original WNUV Assignment Application; and

WHEREAS, the Parties pledge mutual cooperation in effectuating the goals of this Agreement; and

WHEREAS, it is the intent of the Parties to resolve any and all disputes between them; and

WHEREAS, the obligations of the Parties hereunder are subject to the prior approval of the Presiding Judge and/or the Commission or its Mass Media Bureau and the conditions herein.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Dismissal of Four Jacks Application. Within one (1) business day of the execution of this Agreement, Four Jacks and Scripps Howard will file a joint request for approval of settlement agreement ("WMAR Joint Petition") with the Presiding Administrative Law Judge in the WMAR Hearing (hereinafter the "Presiding Judge"), which, in order to facilitate settlement between the parties shall request that the Presiding Judge simultaneously:

(a) approve this Agreement, contingent upon and subject to the following conditions:

- (1) a resolution favorable to Scripps Howard of the basic qualifying issues added against Scripps Howard by Memorandum Opinion and Order, FCC 94M-50 (released February 1, 1994); and
- (2) a resolution favorable to Four Jacks of the basic qualifying issue added against Four Jacks by Memorandum Opinion and Order, FCC 94M-51 (released February 1, 1994); and

(b) dismiss the Four Jacks Application with prejudice, and grant the WMAR Renewal Application. Four Jacks and Scripps Howard shall file with the WMAR Joint Petition a copy of this Agreement together with all supporting documentation required by Section 73.3523 of the Commission's Rules.

2. Dismissal of Scripps Howard Filings. On the day the WMAR Joint Request is filed, Scripps Howard shall file one or more requests (the "Dismissal Requests") with the Commission or its Mass Media Bureau, as the case may be, which shall request that the Commission or its Mass Media Bureau, as the case may be, dismiss with prejudice (a) the WTTO/WCGV Filings; (b) the WVTV Objection; and (c) the WNUV Petition, all such Dismissal Requests being contingent on the Presiding Judge's dismissal of the Four Jacks Application as contemplated by this Agreement. Scripps Howard shall file with its Dismissal Requests copies of this Agreement together with all supporting documentation required by Section 73.3588 of the Commission's Rules.

3. No Further Actions in WMAR Hearing. Beginning upon the execution of this Agreement, and continuing while this Agreement is in effect, neither Four Jacks nor Scripps Howard shall file any pleading, conduct any discovery, or make any written or oral request to the Presiding Judge, or take any other action in the WMAR Hearing, except for (i) the filing of the WMAR Joint Petition provided for in Paragraph 1 herein and such further filings as may be necessary to obtain grant of such Joint Petition; (ii) such filings as may be necessary to obtain favorable resolution of the basic qualifications issues against

Scripps Howard and Four Jacks pursuant to Paragraphs 5 and 6 herein; and (iii) such filings as are specifically requested by written order of the Presiding Judge or as are requested by the Mass Media Bureau.

4. No Further Action by Scripps Howard Against Pending Assignment Applications. Beginning upon the execution of this Agreement, and continuing while this Agreement is in effect, Scripps Howard shall file no pleading or take any other action at the Commission or the courts to impede (i) the finality of the grants of the WTTU Assignment Application and/or the WCGV Assignment Application; (ii) the grant (and/or finality of such grant) of the WVTM Assignment Application; or (iii) the grant (and/or finality of such grant) of the WNUV Assignment Application; provided, however, that nothing in this paragraph shall prevent Scripps Howard from filing, during the pendency of the WMAR Joint Petition and until the dismissal of the Four Jacks application, such pleadings or documents as are procedurally required by rule or statute to preserve and exercise its right under the Commission's rules and the Communications Act to appeal any ruling that may be issued concerning these Assignment Applications.

5. Resolution of Issues Against Scripps Howard. By Memorandum Opinion and Order, FCC 94M-50 (released February 1, 1994), the Presiding Judge designated for hearing in the WMAR Hearing certain basic qualifying issues against Scripps Howard (the "Scripps Howard Issues"). The Parties expressly agree and intend that the dismissal of the Four Jacks Application

contemplated by this Agreement is expressly subject to and contingent upon the Presiding Judge's resolution of the Scripps Howard Issues favorably to Scripps Howard. From the date of the execution of this Agreement, Four Jacks shall file no pleading or take any other action to impede such favorable resolution, except as expressly required by act of the Presiding Judge or the Commission, and subject to Paragraph 3 of this Agreement.

6. Resolution of Issue Against Four Jacks. By Memorandum Opinion and Order, FCC 94M-51 (released February 1, 1994), the Presiding Judge designated for hearing in the WMAR Hearing a certain basic qualifying issue against Four Jacks (the "Four Jacks Issue"). The Parties expressly agree and intend that the dismissal of the Four Jacks Application contemplated by this Agreement is expressly subject to and contingent upon the Presiding Judge's resolution of the Four Jacks Issue favorably to Four Jacks. From the date of the execution of this Agreement, Scripps Howard shall file no pleading or take any other action to impede such favorable resolution, except as expressly required by act of the Presiding Judge or the Commission, and subject to Paragraph 3 of this Agreement.

7. Termination. In the event of a material breach by any Party to this Agreement of any of its obligations hereunder, this Agreement shall terminate upon written notice of termination by the non-breaching party within 30 days after becoming aware of the breach. Upon such termination, the Parties shall have no further obligation to each other and the non-breaching party shall retain all rights and remedies as set forth in paragraphs 8

and 18 of this Agreement. Furthermore, this Agreement shall become null and void and the Parties shall have no further obligation to each other if the Presiding Judge takes any of the following actions:

(a) denies the WMAR Joint Petition, refuses to approve the Settlement Agreement, and/or refuses to dismiss the Four Jacks application;

(b) disqualifies Four Jacks on the basic qualifying issue added against it; or

(c) disqualifies Scripps Howard on the basic qualifying issues added against it.

8. Further FCC Filings. Beginning on the date of execution of this Agreement, and continuing for a period of ten (10) years thereafter,

(a) Neither Scripps Howard, nor any of its principals, officers, or directors, nor any of its subsidiaries or affiliates, nor any person or entity commonly controlled or otherwise subject to the control of Scripps Howard or any subsidiary or affiliate thereof, shall file, or encourage, induce, or pay any other person or entity to file, any document with the Commission (including, but not limited to, any petition to deny, informal objection, or mutually exclusive application) (excluding documents filed in proceedings generally applicable to the broadcast industry as a whole) that opposes the grant of any application filed by Sinclair, any subsidiary or affiliate thereof, or any entity with which Sinclair (or any of its subsidiaries or affiliates) had, has, or will have a then-

current agreement to provide programming for more than 25% of the broadcast time of a broadcast station between (i) the date of filing of the Four Jacks Application; and (ii) the date ten (10) years from the date of execution of this Agreement (such a document, for purposes of this Agreement, shall be defined as a "Scripps Howard Adverse Filing"). In the event of a Scripps Howard Adverse Filing, then in addition to Four Jacks' right to terminate this Agreement pursuant to Paragraph 7 hereof, Scripps Howard agrees to indemnify Four Jacks and/or Sinclair for the cost of defending against the Scripps Howard Adverse Filing, including but not limited to costs and attorney's fees, up to a total of \$250,000.

(b) Neither Four Jacks nor Sinclair, nor any of their principals, officers, or directors, nor any of Four Jacks' or Sinclair's subsidiaries or affiliates, nor any person or entity commonly controlled or otherwise subject to the control of Four Jacks or Sinclair or any subsidiary or affiliate thereof, shall file, or encourage, induce or pay any other person or entity to file, any document with the Commission (including, but not limited to, any petition to deny, informal objection or mutually exclusive application) (excluding documents filed in proceedings generally applicable to the broadcast industry as a whole) that opposes the grant of any application filed by Scripps Howard or any subsidiary or affiliate thereof, or any entity with which Scripps Howard had, has, or will have a then-current agreement to provide programming for more than 25% of the broadcast time of a broadcast station between (i) the date of filing of the Four

Jacks Application; and (ii) the date ten (10) years from the date of execution of this Agreement (such a document, for purposes of this Agreement, shall be defined as a "Four Jacks/Sinclair Adverse Filing"). In the event of a Four Jacks/Sinclair Adverse Filing, then in addition to Scripps Howard's right to terminate this Agreement pursuant to Paragraph 7 hereof, Four Jacks and Sinclair agree to indemnify Scripps Howard for the cost of defending against the Four Jacks/Sinclair Adverse Filing, including but not limited to costs and attorney's fees, up to a total of \$250,000.

9. Mutual Releases.

It is expressly understood and agreed that this Agreement is made and results from an effort by the Parties to mutually settle and resolve all disputes, actual or potential. Thus, except as otherwise provided herein, this Agreement shall not be nor is deemed to be or otherwise be a third-party beneficiary agreement in any respect under any circumstances.

(a) Except where otherwise expressly provided for in this Agreement, Scripps Howard and its officers and directors irrevocably and unconditionally release, remit, acquit, and discharge Four Jacks and Sinclair, and their officers, directors, shareholders, agents, employees, affiliates, related companies and entities, successors and assigns (collectively "the Sinclair Releasees"), jointly and individually, from any and all claims, obligations, demands, damages, and causes of action of any nature or kind whatsoever, known or unknown, at law or equity, which Scripps Howard, its officers, directors,

shareholders, agents, employees, affiliates, related companies and entities, successors and assigns, have or may have against the Sinclair Releasees up to and including the date of this Agreement, including, but not limited to, those which were or could have been asserted based upon, relating to, or arising from the filing and prosecution of the Four Jacks Application, and the WCGV, WTTT, WNUV, and WVTM Assignment Applications, whether those claims are past or present or arise from federal, state, or local equity, common law, tort, statute, regulation, or ordinance or otherwise in any respect whatsoever. This release and waiver is for any and all relief, rights, and/or remedies, no matter how called, including, but not limited to, compensatory damages, punitive damages, costs and attorneys' fees.

(b) Except where otherwise expressly provided for in the Agreement, Four Jacks and Sinclair and their officers and directors irrevocably and unconditionally release, remit, acquit, and discharge Scripps Howard, and Scripps Howard's officers, directors, shareholders, agents, employees, affiliates, related companies and entities, successors and assigns (collectively "the Scripps Howard Releasees"), jointly and individually, from any and all claims, obligations, demands, damages, and causes of action of any nature or kind whatsoever, known or unknown, at law or equity, which Four Jacks and Sinclair, their officers, directors, shareholders, agents, employees, affiliates, related companies and entities, successors and assigns, have or may have against the Scripps Howard Releasees up to and including the date of this Agreement, including, but not limited to, those which

were or could have been asserted based upon, relating to, or arising from the filing and prosecution of Scripps Howard's WMAR Renewal Application, and Scripps Howard's filings against the WCGV, WTTO, WNUV, and WVTM Assignment Applications, whether those claims are past or present or arise from federal, state, or local equity, common law, tort, statute, regulation, or ordinance or otherwise in any respect whatsoever. This release and waiver is for any and all relief, rights, and/or remedies, no matter how called, including, but not limited to, compensatory damages, punitive damages, costs and attorneys' fees.

10. Reliance. The Parties acknowledge that in signing this Agreement, they do not rely upon any representation or statement, written or oral, not expressly set forth in this Agreement.

11. Knowing Execution. The Parties, and their principals, represent and warrant that they have carefully read and fully understand this Agreement, that they execute this document voluntarily as their own free act and deed, with full knowledge of its significance, effects, and consequences.

12. Triplicate Originals. This Agreement will be executed in three identical counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

13. Mutual Cooperation. Recognizing that this Agreement is expressly subject to the prior consent of the Presiding Judge and the need for the Presiding Judge's, the Mass Media Bureau's, and/or the Commission's approval prior to the implementation of all its terms, the Parties shall cooperate with each other and

with the Commission by expeditiously providing to each other or to the Commission, or both, as the case may be, all additional information that may be necessary or appropriate to comply with Section 73.3523 and Section 73.3588 of the Commission's Rules. The Parties agree to provide the Commission in a timely manner with such information as it reasonably requests. The Parties further agree to use all reasonable efforts in the preparation and filing of all documents that may be necessary or appropriate to reach the results contemplated by this Agreement, including any requests that may be necessary to stay any procedural dates in the WMAR Hearing. Further, neither party shall confer with the Hearing Branch of the Mass Media Bureau concerning this Agreement without the presence of the other Party. Each party shall bear its own expenses for the preparation of this Agreement and all documents incidental thereto.

14. Confidentiality. No Party nor its officers, directors, shareholders, agents, employees, affiliates, related companies and entities, successors, and assigns, shall divulge to the public any terms of this Agreement or any negotiations or discussions among the Parties relating thereto. Notwithstanding the foregoing, nothing in this Paragraph 14 is intended to preclude any Party, or any officer, director, shareholder, employee, affiliate, related company or entity, successor or assign, from disclosing to the public the fact of the filing of this Agreement with the Commission and/or the fact(s) that this Agreement contemplates: (i) the dismissal of the Four Jacks Application, (ii) the grant of the WMAR Renewal Application, and

(iii) the dismissal of the WTOO/WCGV Filings, WVTM Objection, and WNUV Petition. The Parties agree to consult with each other concerning any publicity as to this Agreement while this Agreement is in effect. This confidentiality provision shall not prohibit any Party, or its officers, directors, shareholders, agents, employees, affiliates, related companies and entities, successors, and assigns, from complying with a subpoena or disclosing information otherwise required by law or offered in response to or reasonably connected with other governmental requests or judicial proceedings.

15. Severability. It is the intent of the Parties hereto that the obligations contemplated hereunder comply in all respects with the Communications Act of 1934, as amended, and all applicable rules, regulations, and policies of the FCC. If any provision of this Agreement shall be declared void, illegal, or invalid by any governmental authority with jurisdiction thereof, any Party shall have the right to promptly request a meeting with the other Parties in which case the Parties will use reasonable efforts to reach agreement on lawful substitute provisions in place of said offending provision so as to effectuate the Parties' intent as expressed herein. In any event, the remainder of this Agreement shall remain in full force and effect without such offending provision so long as such remainder substantially reflects the original agreement of the Parties hereunder.

16. Entire Agreement. This Agreement is the only agreement among the Parties hereto and contains all of the terms and conditions agreed upon by the Parties with respect to the subject

matter hereof. This Agreement cannot be amended or modified except by an instrument in writing signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their officers, directors, shareholders, agents, employees, affiliates, related companies and entities, successors and assigns. Each Party warrants to the others that it has full power and authority to enter into this Agreement, and to perform its obligations hereunder. The Parties further represent and warrant that they are not under any restrictions, contractual or otherwise, which prevent or preclude them from entering into this Agreement or from carrying out their obligations hereunder.

17. Choice of Law. This Agreement shall be construed under the laws of the United States and the State of Maryland.

18. Remedies. The Parties agree that the benefits conferred on the Parties under this Agreement are unique, and that monetary damages for the breach of this Agreement would be difficult or impossible to quantify. Therefore, the Parties stipulate that specific performance shall be appropriate as a remedy for breach of this Agreement in addition to other legal or equitable remedies, including monetary damages, available under this Agreement or under the laws of the United States and the State of Maryland. If any legal action is brought by either party arising out of or with respect to this Agreement, the prevailing party shall be entitled to recover, in addition to any other legal or equitable relief to which it may be entitled, all costs of maintaining, defending or bringing such action including but not limited to reasonable attorneys' fees.

19. Effective Date of Agreement. This Agreement shall be effective upon its execution.

20. Notices. Any notices, requests, statements, or any other communications to be given hereunder shall be in writing and shall be sent by first class mail, postage prepaid, to the Parties as follows:

If to Four Jacks or Sinclair:

David D. Smith
President
Four Jacks Broadcasting, Inc.
and Sinclair Broadcast Group, Inc.
2000 West 41st Street
Baltimore, Maryland 21211

with a copy to:

Martin R. Leader, Esq.
Fisher Wayland Cooper Leader & Zaragoza L.L.P.
2001 Pennsylvania Avenue, N.W.
Suite 400
Washington, D.C. 20006

If to Scripps Howard:

Terry H. Schroeder
Vice President
Scripps Howard Broadcasting Company
P.O. Box 5380
Cincinnati, OH 45201

with a copy to:

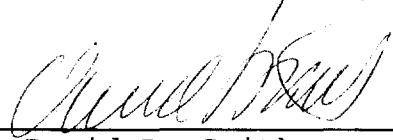
Kenneth C. Howard, Jr., Esq.
Baker & Hostetler
1050 Connecticut Avenue, N.W.
Suite 1100
Washington, D.C. 20036

or to such other address or to such other person as either party may designate by notice given in writing. Any notice, request, statement, or other communication will be deemed to have been given three days after it was mailed.

IN WITNESS WHEREOF, the Parties have affixed their
signatures to this Agreement on the date(s) indicated below.

**FOUR JACKS BROADCASTING, INC.
SINCLAIR BROADCAST GROUP, INC.**

Date: March 23, 1995

By: 
David D. Smith
President

**SCRIPPS HOWARD BROADCASTING
COMPANY**

Date: _____

By: _____
Terry H. Schroeder
Vice President